CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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COUNSEL MAURICE T. MOORE 22 HT 87 FRANCIS F. RANDOLPH, JR.

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CABLE ADDRESSES CRAVATH, N. Y. CRAVATH, LONDON E. C. 2

TELEX: 58(490) RAPIFAX/INFOTEC:

PE HONEY LANE, CHEAPSIDE
LONDON ECEY BBT, ENGLAND
TELEPHONE: 1405

1-606-1425

FERSTATE COMMERCE COMMISSION ICC Washington, D. C.

December 28, 1982

Amendment Agreement No. 3 Dated as of December 1, 1982 Amending Lease of Railroad Equipment

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of The Chesapeake and Ohio Railway Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 3 dated as of December 1, 1982, among The Chesapeake and Ohio Railway Company, as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Vendee.

Amendment Agreement No. 3 amends a Lease of Railroad Equipment dated as of September 15, 1981, previously filed and recorded with the Interstate Commerce Commission on October 29, 1981, at 3:00 p.m., Recordation Number 13298, an Amendment Agreement dated as of September 15, 1981, previously filed and recorded with the Interstate Commerce Commission on January 18, 1982, at 2:00 p.m., Recordation number 13298, and Amendment Agreement No. 2 dated as of April 30, 1982, previously filed and recorded with the Interstate Commerce Commission on May 26, 1982, at 3:25 p.m., Recordation Number 13298.

RALPH L. MCAFEE

HENRY W. DEKOSMIAN ALLEN F. MAULSBY

HENRY P. RIORDAN

JOHN R. HUPPER SAMUEL C. BUTLER

JOHN F. HUNT

STEWARD R. BROSS, JR.

WILLIAM J. SCHRENK, JR. BENJAMIN F. CRANE

GEORGE J. GILLESPIE, TE

RICHARD S. SIMMONS

WAYNE E. CHAPMAN

MELVIN L. BEDRICK

ROBERT ROSENMAN

JAMES M FOWADOS

DAVID L. SCHWARTZ

RICHARD J. HIEGEL

CHRISTINE BESHAR

ROBERT S. RIFKIND

DAVID G. ORMSBY

THOMAS D. BARR

GEORGE T. LOWY

JAMES H. DUFPY

ALAN J. HRUSKA JOHN E. YOUNG

DAVID BOIES

DAVID O. BROWNWOOD PAUL M. DODYK

RICHARD M. ALLEN

THOMAS R. BROME

ROBERT D. JOFFE ROBERT F. MULLEN

ALLEN FINKELSON

RONALD S. ROLFE

JOSEPH R. SAHID

PAUL C. SAUNDERS

ALAN C. STEPHENSON

RICHARD L. HOFFMAN

JOSEPH A. MULLINS

MAX R. SHULMAN

STUART W. GOLD

EVAN R. CHESLER

JOHN W. WHITE

WILLIAM P. DICKEY

JOHN E. BEERBOWER

PATRICIA GEOGHEGAN

D. COLLIER KIRKHAM

MICHAEL L. SCHLER

DOUGLAS D. BROADWATER

MARTIN L. SENZEL

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Amendment Agreement No. 3 amends the Lease to adjust the rental factors, Casualty Value percentages and rentals due pursuant to a Funding Agreement.

Please file and record Amendment Agreement No. 3 submitted with this letter and assign it Recordation Number 13298-G.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment Agreement No. 3.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

Lawanu V. Goodnich

Laurance V. Goodrich as Agent for The Chesapeake and Ohio Railway Company

Ms. Agatha L. Mergenovich, Secretary,

Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

95A

# Interstate Commerce Commission Washington, P.C. 20423

#### OFFICE OF THE SECRETARY

Laurance V. Goodrich Cravath, Swaine & Moore One Chase Manhattan Plaza New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act,49 U.S.C. 11303, on 12/29/82 at 11:30am , and assigned rerecordation number(s). 13298-G

Sincerely yours,

Agatha L. Mergenovich
Secretary

Enclosure(s)

[CS&M Ref. 2044-185]

DEC 2 9 1982 - il 30 AM

#### INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 3 dated as of December 1, 1982, among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Lessee" or Builder" or "Seller"), THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Lessor" or "Vendee") under a Trust Agreement with GENERAL ELECTRIC CREDIT CORPORA-TION, a New York corporation and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division), a New Jersey corporation, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent" or "Vendor") for certain institutional investors under a Participation Agreement dated as of September 15, 1981.

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of September 15, 1981 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of September 15, 1981 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment are collectively called the "Documents";

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of September 15, 1981 ("Amendment Agreement") to correct a typographical error appearing in the Equipment Schedules of the Documents;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 2 dated as of April 30, 1982 ("Amendment Agreement No. 2") to reflect the railroad equipment delivered, accepted and settled for under this transaction;

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1981, at 3:00 p.m., recordation number 13298;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 18, 1982, at 2:00 p.m., recordation number 13298;

WHEREAS Amendment Agreement No. 2 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 26, 1982, at 3:25 p.m., recordation number 13298;

WHEREAS the parties hereto now desire to amend the Documents to adjust the rental factors, Casualty Value percentages and rentals due pursuant to a Funding Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The "Annual Lease Factors" of 15.67728635% and 19.16112773% appearing in Section 2 of the Lease, paragraph 1, second and third sentence, respectively, are hereby deleted and 15.67726771% and 19.13185933% are substituted therefor.
- 2. Schedule B to the Lease is hereby amended and restated in its entirety shown in Exhibit A hereto.
- 3. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 4. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.
- 5. The terms of this Amendment Agreement No. 3 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Ohio; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.
- 6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.
- 7. The Lessee will promptly cause this Amendment Agreement No. 3 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.
- 8. This Amendment Agreement No. 3 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 3 to be executed by duly authorized officers or other persons, as of the date first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

bv

Assistant Vice President and Treasurer

APPROVED AS TO FORM

Going Roches

ACCISTANT CENERAL ATTORNEY

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as Agent

by

Assistant Vice President

[Corporate Seal]

[Corporate Seal]

Corporate Secreta

Attest:

Attest:

Assistant Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

STATE OF OHIO, ) ss.: COUNTY OF CUYAHOGA,)

On this 13th day of December, 1982, before me personally appeared & C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

JUNE McGRATH

Notary Public, State of Ohlo - Cuya. Cty.

My Commission Expires Oct. 14, 1984

STATE OF MARYLAND, ) ss.:
COUNTY OF BALTIMORE,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

#### EXHIBIT A

#### Lease of Railroad Equipment

#### SCHEDULE B

#### Casualty Value Percentages Schedule

#### Table 1

Casualty Payment Date	Percentage of Purchase Price
June 30, 1982	96.98%
June 30, 1983	99.31%
June 30, 1984	99.05%
June 30, 1985	96.26%
June 30, 1986	91.60%
June 30, 1987	85.38%
June 30, 1988	74.84%
June 30, 1989	63.10%
June 30, 1990	50.13%
June 30, 1991	35.81%
June 30, 1992	20.00%
-	

#### Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the fifth anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

Anniversary of	Percentage of
Delivery and Acceptance	Reconstruction Cost
First	19.2308%
Second	15.3847%
Third	11.5384%
Fourth	7.6924%
Fifth	3.8462%

## EXHIBIT B

## Lease of Railroad Equipment

# SCHEDULE C

# Rentals Due Pursuant to Funding Agreement

Date		Percentage of Purchase Price
<del></del>		
6/30/82		*
12/30/82	·	6.070041875%
12/30/83		5.767170711%
12/30/84		5.412432856%
12/30/85	1	4.996945667%
12/30/86	•	4.510306600%
12/30/87		3.940330908%
12/30/88		3.244610179%
12/30/89	•	2.574166345%
	1	1.847759028%
12/30/90		1.056345373%
12/30/91		1.050345573%

AMENDMENT AGREEMENT NO. 3 dated as of December 1, 1982, among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Lessee" or Builder" or "Seller"), THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Lessor" or "Vendee") under a Trust Agreement with GENERAL ELECTRIC CREDIT CORPORA-TION, a New York corporation and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division), a New Jersey corporation, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent" or "Vendor") for certain institutional investors under a Participation Agreement dated as of September 15, 1981.

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of September 15, 1981 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of September 15, 1981 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment are collectively called the "Documents";

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of September 15, 1981 ("Amendment Agreement") to correct a typographical error appearing in the Equipment Schedules of the Documents;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 2 dated as of April 30, 1982 ("Amendment Agreement No. 2") to reflect the railroad equipment delivered, accepted and settled for under this transaction;

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1981, at 3:00 p.m., recordation number 13298;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 18, 1982, at 2:00 p.m., recordation number 13298;

WHEREAS Amendment Agreement No. 2 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 26, 1982, at 3:25 p.m., recordation number 13298;

WHEREAS the parties hereto now desire to amend the Documents to adjust the rental factors, Casualty Value percentages and rentals due pursuant to a Funding Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The "Annual Lease Factors" of 15.67728635% and 19.16112773% appearing in Section 2 of the Lease, paragraph 1, second and third sentence, respectively, are hereby deleted and 15.67726771% and 19.13185933% are substituted therefor.
- 2. Schedule B to the Lease is hereby amended and restated in its entirety shown in Exhibit A hereto.
- 3. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
- 4. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.
- 5. The terms of this Amendment Agreement No. 3 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Ohio; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.
- 6. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.
- 7. The Lessee will promptly cause this Amendment Agreement No. 3 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.
- 8. This Amendment Agreement No. 3 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 3 to be executed by duly authorized officers or other persons, as of the date first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

bу

Assistant Vice President and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as Agent

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

STATE OF OHIO, ) ss.:
COUNTY OF CUYAHOGA,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, )

SS.:

COUNTY OF BALTIMORE,)

On this 13th day of Necember 1982, before me personally appeared RE Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

ricia donn Notary Public

[Notarial Seal]

My Commission expires 7-1-86

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires



#### EXHIBIT A

#### Lease of Railroad Equipment

#### SCHEDULE B

#### Casualty Value Percentages Schedule

### Table 1

Casualty Payment Date	Percentage of Purchase Price
June 30, 1982	96.98%
June 30, 1983	99.31%
June 30, 1984	99.05%
June 30, 1985	96.26%
June 30, 1986	91.60%
June 30, 1987	85.38%
June 30, 1988	74.84%
June 30, 1989	63.10%
June 30, 1990	50.13%
June 30, 1991	35.81%
June 30, 1992	20.00%

#### Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the fifth anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

Percentage of Reconstruction Cost
19,2308%
15.3847%
11.5384%
7.6924% 3.8462%

#### EXHIBIT B

# Lease of Railroad Equipment

## SCHEDULE C

# Rentals Due Pursuant to Funding Agreement

Data		Percentage of Purchase Price
Date		
6/30/82		*
12/30/82		6.070041875%
12/30/83		5.767170711%
12/30/84		5.412432856%
12/30/85		4.996945667%
12/30/85		4.510306600%
12/30/87		3.940330908%
12/30/87		3.244610179%
		2.574166345%
12/30/89		
12/30/90	•	1.847759028%
12/30/91		1.056345373%

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WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of September 15, 1981 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment are collectively called the "Documents";

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WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 18, 1982, at 2:00 p.m., recordation number 13298;

WHEREAS Amendment Agreement No. 2 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 26, 1982, at 3:25 p.m., recordation number 13298;

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- 3. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
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- 5. The terms of this Amendment Agreement No. 3 and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Ohio; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.
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- 7. The Lessee will promptly cause this Amendment Agreement No. 3 to be filed with the Interstate Commerce Commission in accordance with the provisions of Section 14 of the Lease.
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 3 to be executed by duly authorized officers or other persons, as of the date first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

by

Assistant Vice President and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as Agent

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee,

.

Authorized Officer

[Corporate Seal]

Attest.

Authorized Officer

STATE OF OHIO, )

COUNTY OF CUYAHOGA,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND, ) ss.:
COUNTY OF BALTIMORE,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this to day of Dulmber 1982, before me personally appeared Donald & Smith , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Carol See Shattuck
Notary Public

[Notarial Seal]

My Commission expires

CAROL LEE SHATTUCK
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

#### EXHIBIT A

#### Lease of Railroad Equipment

#### SCHEDULE B

#### Casualty Value Percentages Schedule

#### Table l

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#### Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the fifth anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

Anniversary of	Percentage of
Delivery and Acceptance	Reconstruction Cost
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Third	11.5384%
Fourth	7.6924%
Fifth	3.8462%

## EXHIBIT B

# Lease of Railroad Equipment

## SCHEDULE C

## Rentals Due Pursuant to Funding Agreement

<u>Date</u>		Percentage of Purchase Price
6/30/82		*
	•	6.070041875%
12/30/82		
12/30/83		5.767170711%
12/30/84		5.412432856%
12/30/85		4.996945667%
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12/30/87		3.940330908%
12/30/88		3.244610179%
12/30/89		2.574166345%
• •		1.847759028%
12/30/90		
12/30/91	:	1.056345373%